

CONTRACT AGREEMENT

This Agreement is executed on 16 August 2023 at Makati City between:

SAN PABLO MANUFACTURING CORPORATION ("SPMC") is a non-chartered government-owned and controlled corporations (GOCC) and one of the six (6) oil mill/refinery companies comprising the Coconut Industry Investment Fund-Oil Mills Group (CIIF-OMG) holding office at 16th Floor, UCPB Building, Makati Avenue, Makati City, represented here by its Acting President and Chief Executive Officer, **CARLO LUIS P. RABAT**, duly authorized for this purpose under Board Resolution _____, Series of _____ (copy of which is attached as Annex A).

- and -

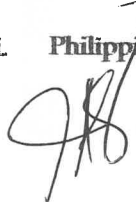
INTEGRATED PACKAGING CORPORATION ("IPC"), a corporation organized under Philippine laws with principal office address at No 1., 8th St. Cor. Ligaya St. Between 6th & 7th Ave., Eastside, Grace Park, Caloocan City, represented here by **RANDELL PATRICK S. SY**, Sales Representative and Authorized Representative authorized for this purpose under Resolution No. _____ Series of _____ (copy of which is attached as Annex B);

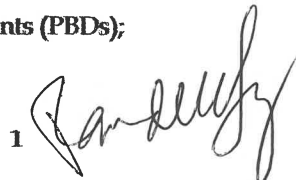
WHEREAS, The Entity invited Bids for certain goods and ancillary services, particularly the Procurement of Stand-Up Pouch for SPMC and has accepted a Bid from IPC for the supply of those goods in the sum of **THIRTY FOUR MILLION FOUR HUNDRED THIRTY SIX THOUSAND FIFTY FIVE AND 50/100 PESOS (Php 34,436,055.50)** (hereinafter called "The Contract Price"), which is broken down on per item basis as:


Item	Particulars/Description	Quantity	Bid Amount (As Calculated)
1	Minola 1.85 Liter Lauric Oil	881,413 pcs	EIGHT MILLION THREE HUNDRED SEVENTY THREE THOUSAND FOUR HUNDRED TWENTY THREE AND 50/100 PESOS (Php 8,373,423.50)
2	Minola 925ml Lauric Oil	3,257,829 pcs	TWENTY SIX MILLION SIXTY TWO THOUSAND SIX HUNDRED THIRTY TWO PESOS (Php 26,062,632.00)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - i. Philippine Bidding Documents (PBDs);

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FUNDED: DATE	8/16/23
CMU	

Approved

- i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
- ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration of the sum of THIRTY FOUR MILLION FOUR HUNDRED THIRTY SIX THOUSAND FIFTY FIVE AND 50/100 PESOS (Php 34,436,055.50) (hereinafter called "The Contract Price"), which is broken down on per item basis as:

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or other such sums as may be ascertained, IPC agrees to provide EIGHT HUNDRED EIGHTY ONE THOUSAND FOUR HUNDRED THIRTEEN PIECES (881,413 pcs) of Minola 1.85 Liter Lauric Oil Stand-Up Pouches and THREE MILLION TWO HUNDRED FIFTY SEVEN THOUSAND EIGHT HUNDRED TWENTY NINE PIECES (3,257,829 pcs) of Minola 925ml Lauric Oil Stand-Up Pouches in accordance with its Bid.

4. The Entity agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

Final Invoice

5. *Anti-Bribery Clause*

IPC has not made and will not make any offer, promise to pay authorization of the payment of any money, gift or any other inducement to any official, political party, employee of Government or any other person, in contravention with applicable laws in connection with the execution of this Contract and performance of its obligations thereunder. Violation of this provision shall be a ground for immediate termination of this Contract."

6. *Assignment Clause*

IPC shall not assign this Contract or sub-contract the performance of any portion of it, without SPMC's prior written consent. Prior to the assignment or subcontracting and the approval by SPMC thereof, MCCI must disclose to SPMC the name of its assignee/s or subcontractor/s who/which should have a written agreement/s with IPC indicating: (i) that the assignee/s or subcontractor/s is aware of and shall abide with all the terms and conditions of this Contract, as may be applicable; (ii) that the term of the assignment/ sub-contract shall not exceed the term of this Contract; and (iii) the detailed terms of the assignment/sub-contract.

7. To ensure continuing compliance with tax laws pursuant to Executive Order 398:

a) IPC shall pay taxes in full and on time.

b) IPC is likewise required to regularly present, within the duration of the Contract, a tax clearance from the Bureau of Internal Revenue (BIR) as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

8. This Agreement shall be subject to the review and approval of the Office of the Government Corporate Counsel. Any of its ensuing comments, recommendations, or directives shall form part of this Agreement.


IN WITNESS whereof, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

SAN PABLO MANUFACTURING CORPORATION

INTEGRATED PACKAGING CORPORATION

By:

By:


CARLO LUIS P. RABAT
Acting President and Chief Executive Officer


RANDELL PATRICK S. SY
Authorized Representative

Felinda



SIGNED IN THE PRESENCE OF:

ACKNOWLEDGMENT

REPULIC OF THE PHILIPPINES)
City of MAKATI CITY) S. S.

BEFORE ME, a Notary Public, for and in the City of MAKATI CITY, this
day of AUG 16 2023, personally appeared:

Name	ID No.	Issued on/Issued at
CARLO LUIS P. RABAT	L02-86-029042	Valid Until: 17-Sep-2024
RANDELL PATRICK S. SY	P5992453A	Issued On 10 Feb 2018 at DFA NCR Central

known to me and to me known to be the same person(s) who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed, and that of the institutions respectively represented.

The foregoing instrument refers to a **CONTRACT AGREEMENT** consisting of three (3) pages, including the page in which this Acknowledgement is written, signed by the parties, including their instrumental witnesses on each and every page thereof and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, on the date and place above written.

Doc. No. 251
Page No. 1
Book No. 8;
Series of 2023.

ATTY. JOEL FERRER FLORES
NOTARY PUBLIC FOR MAKATI CITY
UNTIL DECEMBER 31, 2023 (2023-2024)
APPOINTMENT NO. M-115.
ROLL NO. 77376
MCLE COMPLIANCE NO. 0001393, Jan. 03, 2023 Until Apr. 14, 2028
PDR NO. 0060564 / JAN.03.2023/MAKATI CITY
IRP NO. 261944 / JAN.03.2023 / PASIG CITY
1107 S BROAD ST., GUADALUPE NUEVO, MAKATI CITY